

**KELLEY DRYE & WARREN LLP**

James S. Carr, Esq.  
Jordan A. Bergman, Esq.  
101 Park Avenue  
New York, New York 10178  
Tel: 212-808-7800  
Fax: 212-808-7897

*Attorneys for BP Lubricants USA, Inc.*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

---

In re: ) Chapter 11  
GENERAL MOTORS CORP., et al., ) Case No. 09-50026 (REG)  
Debtors. ) (Jointly Administered)  
)

---

**OBJECTION OF BP LUBRICANTS USA, INC. TO THE DEBTORS' NOTICE  
OF ASSUMPTION AND ASSIGNMENT AND PROPOSED CURE AMOUNT**

BP Lubricants USA, Inc. ("BP Lubricants"), by its undersigned attorneys, hereby submits this objection (the "Objection") to the assumption and assignment by General Motors Corp. (the "Debtor") of a contract between BP Lubricants and the Debtor. In support of this Objection, BP Lubricants states as follows:

1. On June 1, 2009 (the "Petition Date"), the Debtor and certain affiliated entities filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York (the "Court").

2. The Debtors and its debtor affiliates remain in possession of their property and continue to manage their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. Prior to the Petition Date, BP Lubricants and the Debtor (collectively, the “Parties”) entered into a series of purchase orders, under which BP Lubricants sold synthetic transmission fluids to the Debtor at its Flint, Michigan plant (the “Purchase Orders”). As of the Petition Date, no obligations remain outstanding on the Purchase Orders.

4. On or about June 2, 2009, the Court entered an order authorizing procedures for determining, among other things, the assumption and assignment of executory contracts that may be assumed by the Debtor and the pre-petition cure amounts for each of these contracts (the “Sale Procedures Order”) [Docket No. 274].

5. On June 5, 2009, the Debtor sent a notice to BP Lubricants (the “Assumption/Assignment and Cure Notice”), which was received by BP Lubricants on June 10, 2009, indicating that the Purchase Orders may be assumed by the Debtor and assigned to a third-party purchaser. The Assumption/Assignment and Cure Notice includes a chart listing certain amounts owed to and from the Debtor, BP Lubricants,<sup>1</sup> and certain affiliates of BP Lubricants, without specifying which amounts correspond to which contracts, purchase orders, or other outstanding obligations. Because BP Lubricants finds the figures listed in the Assumption/Assignment and Cure Notice to be unclear, it cannot, at this time, determine the amount the Debtor deems to be the aggregate cure amount under the Purchase Orders. As such, BP Lubricants expressly reserves all rights to contest any cure amount listed in the Assumption/Assignment and Cure Notice at a later date.

---

<sup>1</sup> In fact, none of the items listed in the Assumption/Assignment and Cure Notice identify BP Lubricants as a counterparty to an executory contract or purchase with the Debtor. Rather, the items listed reference “Castrol North America Automotive” and “Castrol Industrial North America,” which are legacy names of BP Lubricants, as counterparties.

6. Also, BP Lubricants is receptive to the prospect of entering into one or more new purchase orders under terms substantially similar to those set forth under the Purchase Orders (any such new purchase order(s), the "Post-Petition Purchase Orders").

7. Notwithstanding the prospect of entering into Post-Petition Purchase Orders, BP Lubricants also expressly reserves the right to argue at a later date that the most recent pre-petition Purchase Order expired by its terms prior to June 1, 2009, and therefore cannot be assumed and assigned in accordance with the Sale Procedures Order.

WHEREFORE, BP Lubricants seeks an order sustaining its Objection and reserving its rights in connection with any amounts listed under the Assumption/Assignment and Cure Notice and the Sale Procedures.

Dated: New York, New York  
June 11, 2009

**KELLEY DRYE & WARREN LLP**

By: /s/ James S. Carr  
James S. Carr  
Jordan A. Bergman  
101 Park Avenue  
New York, New York 10178  
Tel: (212) 808-7800  
Fax: (212) 808-7897

*Attorneys for BP Lubricants USA, Inc.*